

TERMS AND CONDITIONS

1. ACCOUNT REQUIREMENTS

1.1. To access and use our Services, you are required to register a Trolleva account ("Account") by providing your full legal name, current address, phone number, a valid email address, and any other information indicated as required.

1.2. Trolleva may reject your application for an Account, or cancel an existing Account, for any reason, at our sole discretion.

1.3. You must be:

- (i) 18 years of age or older; or
- (ii) at least the age of majority in the jurisdiction where you reside and from which you use the Services to open an Account.

1.4. You confirm that you are receiving any Services provided by Trolleva for the purposes of carrying on a business activity and not for any personal, household, or family purpose.

2. COMMUNICATION AND SECURITY

2.1. You acknowledge that Trolleva will use the email address you provide upon opening an Account, or as updated by you from time to time, as the primary method for communication with you.

2.2. You are responsible for keeping your password secure. Trolleva cannot and will not be liable for any loss or damage resulting from your failure to maintain the security of your Account and password.

3. USER RESPONSIBILITIES AND CONTENT

3.1. You are responsible for all activity and content, such as photos, images, videos, graphics, written content, audio files, code, information, or data uploaded, collected, generated, stored, displayed, distributed, transmitted, or exhibited on or in connection with your Account ("Materials").

3.2. A breach or violation of any term in the Terms of Service, including the Privacy Policy, as determined in the sole discretion of Trolleva, may result in an immediate termination of your Account and Services.

4. PROHIBITED USES AND ACTIONS

4.1. **Inappropriate, False, or Misleading Content:** There are certain types of content we do not want posted on Trolleva Services for legal or internal reasons. You agree that you will not post any content that is abusive, threatening, defamatory, obscene, vulgar, or otherwise offensive, or in violation of our Prohibited Items Policy, Community Policy, or any part of our Terms.

4.2. You also agree not to post any content that is false and misleading or use the Services in a manner that is fraudulent or deceptive.

5. PROHIBITED ITEMS POLICY

5.1. The following types of items are prohibited or restricted on Trolleva:

- **I.** Alcohol, Tobacco, Drugs, Drug Paraphernalia, and Medical Drugs;
- **II.** Animal Products and Human Remains;
- **III.** Dangerous Items: Hazardous Materials, Recalled Items, and Weapons;
- **IV.** Hate Items: Items that promote, support, or glorify hatred;
- **V.** Illegal Items: Items promoting illegal activity and highly regulated items;
- **VI.** Internationally regulated items;
- **VII.** Pornography and mature content;
- **VIII.** Violent Items: Items that promote, support, or glorify violence.

6. ACCOUNT TERMINATION AND SUSPENSION

6.1. We may suspend or terminate your access to the Services at our sole discretion if you are determined to be in violation of these Terms or any of our policies.

6.2. We may also suspend or terminate your access to all or any part of the Services or your Account at any time, with or without cause, and with or without notice, effective immediately.

6.3. You may terminate these Terms at any time by ceasing your use of the Services and terminating your Account.

6.4. Upon termination of these Terms for any reason, the rights and licenses granted to you hereunder will immediately terminate. Provisions of these Terms that, by their nature and context, are intended to survive termination shall survive.

6.5. We will have no liability to you for any damages, loss of profits, or other claims arising from the termination or suspension of your access to the Services or your Account.

7. INTELLECTUAL PROPERTY RIGHTS

7.1. Trolleva owns all intellectual property rights in the website and in the material published on it. These works are protected by copyright laws worldwide.

7.2. Permission is granted to temporarily download one copy of the materials (information or software) on the Trolleva Limited website for personal, non-commercial transitory viewing only. This is the grant of a license, not a transfer of title. Under this license, you may not:

- Modify or copy the materials;
- Use the materials for any commercial purpose or for any public display (commercial or non-commercial);
- Attempt to decompile or reverse engineer any software contained on the Trolleva Limited website;
- Remove any copyright or other proprietary notations from the materials; or
- Transfer the materials to another person or "mirror" the materials on any other server.

7.3. This license shall automatically terminate if you violate any of these restrictions and may be terminated by Trolleva Limited at any time. Upon terminating your viewing of these materials or upon the termination of this license, you must destroy any downloaded materials in your possession, whether in electronic or printed format.

8. USER MATERIALS AND LICENSING

8.1. We do not claim any intellectual property rights over the materials you provide to the Trolleva Service. All materials you upload remain yours. You can remove your Trolleva Store at any time by deleting your Account.

8.2. By uploading Materials, you agree:

- (a) To allow other internet users to view the Materials you post publicly to your Store;

- (b) To allow Trolleva to store, and in the case of Materials you post publicly, display and use your Materials; and
- (c) That Trolleva can at any time review and delete all the Materials submitted to its Service, although Trolleva is not obligated to do so.

8.3. You retain ownership over all Materials that you upload to the Store; however, by making your Store public, you agree to allow others to view Materials that you post publicly. You are responsible for the compliance of the Materials with any applicable laws or regulations.

8.4. Trolleva shall have the non-exclusive right and license to use the names, trademarks, service marks, and logos associated with your Store to promote the Service.

9. PAYMENTS AND FEES

9.1. You must keep a valid payment method on file with us to pay for all incurred and recurring Fees. Trolleva will charge applicable Fees to any valid payment method that you authorize ("Authorized Payment Method").

9.2. Trolleva will continue to charge the Authorized Payment Method for applicable Fees until the Services are terminated and any and all outstanding Fees have been paid in full. Unless otherwise indicated, all Fees and other charges are in Nigerian Naira, and all payments shall be in Nigerian currency.

9.3. Subscription Fees are paid in advance and will be billed in 30-day intervals (each such date, a "Billing Date"). Transaction Fees and Additional Fees will be charged from time to time at the discretion of Trolleva.

9.4. You will be charged on each Billing Date for all outstanding Fees that have not previously been charged. Fees will appear on an invoice, which will be sent to the Store Owner via the email provided. Additionally, an invoice will appear on the Account page of your Store's administration console. Users have approximately two weeks to settle any issues regarding the billing of Subscription Fees.

10. PAYMENT FAILURE AND ARREARS

10.1. If we are not able to process payment of Fees using an Authorized Payment Method, we will make a second attempt to process payment using any Authorized Payment Method three (3) days later. If the second attempt is not successful, we will make a final attempt three (3) days following the second attempt.

10.2. If our final attempt is not successful, we may suspend and revoke access to your Account and the Services. Your Account will be reactivated upon your payment of any outstanding Fees, plus the Fees applicable to your next billing cycle.

10.3. You may not be able to access your Account or your storefront during any period of suspension. If the outstanding Fees remain unpaid for 60 days following the date of suspension, Trolleva reserves the right to terminate your Account.

10.4. **Customs and Imports:** If your customers are responsible for paying customs or import taxes, you must make this clear to the buyer. If the buyer refuses to pay the customs fee, the item will be returned and refunded, subject to shipping and handling fees.

11. LIMITATION OF LIABILITIES

11.1. **Independent Sellers.** You understand that Trolleva does not manufacture, store, or inspect any of the items sold through our Services. We provide the venue; the items in our marketplaces are produced, listed, and sold directly by independent sellers.

11.2. **No Warranties.** Trolleva cannot and does not make any warranties about the quality, safety, or legality of items sold by independent sellers. Any legal claim related to an item you purchase must be brought directly against the seller of the item.

11.3. **Release of Liability.** You release Trolleva from any claims related to items sold through our Services, including but not limited to claims for defective items, misrepresentations by sellers, or items that caused physical injury (such as product liability claims).

12. ERRORS, INACCURACIES, AND OMISSIONS

12.1. **Accuracy of Information.** We strive to be as accurate as possible. However, we do not warrant that all product descriptions or other information on the Services are accurate, complete, current, or error-free. All weights and size dimensions provided are approximate.

12.2. **Sole Remedy.** If a product offered by us is not as described or pictured, your sole remedy is to return it in an unused condition for a refund in accordance with our Return, Exchange, and Refund policies.

12.3. **Correction of Errors.** In the event of an error on the Services, in an order confirmation, in processing an order, or in delivering a product, we reserve the right to

correct the error and revise your order accordingly, or to cancel the order and refund any amount charged. If you receive an order that you believe contains a mistake, please contact us immediately so that we may correct the error.

13. PRICING POLICIES

13.1. Price Verification. Despite our best efforts, a small number of the items in our catalogue may be mispriced. We will verify pricing when processing your order and before we take payment.

13.2. Pricing Discrepancies. If a product's correct price is higher than the price stated on the website, we may either contact you before dispatch to ask if you wish to purchase the product at the correct price or cancel your order. If a product's correct price is lower than our stated price, we will charge the lower amount and dispatch the product.

14. SHIPPING AND FORCE MAJEURE

14.1. Delays Beyond Control. Trolleva cannot be held accountable for parcels delayed for reasons beyond our control, including but not limited to: customs, service strikes, civil commotion, riots, invasions, terrorist attacks or threats of terrorist attacks, weather, natural disasters, fires, epidemics, or failure of public or private telecommunications networks.

14.2. Estimates. Delivery times are only estimates. Delivery times cannot be guaranteed and should not be relied upon as such.

15. ORDER ACCEPTANCE AND AVAILABILITY

15.1. Product Availability. All products are subject to availability. We reserve the right to impose quantity limits on any order, to reject all or part of an order, and to discontinue products without notice, even if you have already placed your order.

15.2. Right of Refusal. Your placement of an order does not assure that we will accept the order. We reserve the right to refuse any order in our sole discretion, including cases where an item unexpectedly goes out of stock or the company decides to stop selling an item.

15.3. Additional Information. Before accepting your order, we may require additional information if you have not provided all the details required to complete the transaction.

16. RETURNS AND REFUNDS

16.1. **Return Conditions.** We are happy to accept returns as long as the item has not been worn (except for the purpose of trying the item on), has all tags securely attached, and is in the original clear packaging where possible.

16.2. **Return Period.** Our return period is seven (7) days from the date of purchase.

17. SALE ITEMS

17.1. **Final Sale.** All items purchased on sale are final sale. No exceptions shall be made.

17.2. **Price Adjustments.** If an item was purchased before it was placed on sale, any credit issued will be for the current sale price. Sale prices do not extend to prior purchases of the same item; you cannot be credited for a purchase made at full price to match a new sale price.

18. AMENDMENTS TO THE AGREEMENT

18.1. **Updates.** We may update these Terms from time to time. If we believe that the changes are material, we will notify you by posting the changes through the Services and/or sending you an email or message.

18.2. **Acceptance of Terms.** Changes will be effective upon posting unless otherwise specified. You are responsible for reviewing and becoming familiar with any changes. Your use of the Services following the changes constitutes your acceptance of the updated Terms.

19. JURISDICTION AND DISPUTE RESOLUTION

19.1. **Governing Law.** These Terms are governed by the laws of the Federal Republic of Nigeria, without regard to its conflict of laws. These laws will apply regardless of where you reside. If you live outside of Nigeria, you may be entitled to the protection of the mandatory consumer protection provisions of your local laws.

19.2. **Mediation.** You and Trolleva agree that any dispute or claim arising from or relating to the Terms shall be finally settled by final and binding Mediation using the English language.

19.3. **Injunctive Relief.** Notwithstanding the Mediation requirement, each party shall have the right to bring an action in a court of proper jurisdiction for injunctive or other equitable or conservatory relief, pending a final decision by the Mediator.

19.4. **Individual Basis.** You may assert your claim in court only if not satisfied with the outcome of the Mediation process and such action shall be instituted in such court on an individual, non-representative, and non-class basis.